

Washington

Teamsters #238 (Police)

7/1/2004 6/30/2007

2004 - 2007

MASTER CONTRACT

BETWEEN THE

CITY OF WASHINGTON

AND THE

Chauffeurs, Teamsters and
Helpers Local Union No. 238,
(Police Unit)

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Recognition	1
2	Management Rights	2
3	Union Rights & Responcibilities	4
4	Dues Deductions	5
5	No Strike	6
6	Probation Period	7
7	Employee Hours	8
8	Vacations	8
9	Holidays	9
10	Group Health Insurance	10
11	Wages	11
12	Paid Leaves of Absence	12
13	Grievance Procedure	15
14	Discipline	19
15	Compliance & Duration	20
Appendix A	Salary Schedule	22

AGREEMENT

This Agreement is executed between the City of Washington, Iowa, hereinafter called "City" or "Employer" and the Chauffeurs, Teamsters and Helpers Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter called "Union".

ARTICLE 1

RECOGNITION

The City agrees that the Union is the exclusive bargaining representative as set out in the Iowa Public Relations Board Case No. 4881, for those employees listed below:

Included: all regular full time and regular part time police officers employed by the City of Washington, Iowa.

Excluded: all elected officials, sergeants, and all others excluded by the Act.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.1 In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitations to the Employer, to wit:
- a. the right to manage the Employer's operations and to direct the working force;
 - b. hire, promote, demote, transfer, assign and retain public employees in positions within the public agency;
 - c. the right to maintain order and efficiency;
 - d. the right to extend, maintain, curtail or terminate operations of the Employer;
 - e. the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
 - f. the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities.
 - g. the right to create, modify and terminate departments, job classifications and job duties;
 - h. maintain the efficiency of governmental operations;
 - i. the right to discipline;
 - j. the right to suspend and discharge employees for cause;
 - k. the right to lay off;
 - l. relieve public employees from duties because of lack of work or for other legitimate reasons;
 - m. determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted;

- n. take such actions as may be necessary to carry out the mission of the public Employer;
- o. initiate, prepare, certify and administer its budget;
- p. exercise all powers and duties granted to the public Employer by law;
- q. to permit departmental employees not included in a bargaining unit to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services;
- r. to determine lunch periods, rest periods and cleanup times;
- s. the right to determine the number and starting times of shifts, the number of hours and days in the work week, hours of work, and the number of persons to be employed by the Employer at any time; and
- t. the right to enforce and require employees to observe rules and regulations set forth by the Employer.

2.2 The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control.

2.3 This Article is not grievable.

ARTICLE 3

UNION RIGHTS AND RESPONSIBILITIES

- 3.1 The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and therefore, agrees to cooperate in the attainment of the employer's goals and agrees to the following, to wit:
- a. that it will cooperate with the Employer and support its efforts;
 - b. that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
 - c. that it will earnestly strive to improve and strengthen goodwill between and among the City and its employees, the Union and the public.
- 3.2 This Article is not grievable.

ARTICLE 4

DUES DEDUCTION

- 4.1 The Employer agrees to deduct from the pay of employees who are Union members covered by this Agreement, dues and initiation fees of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Upon receipt of a lawfully executed written authorization from an employee, which may be revoked at any time by giving thirty (30) days written notice to the City and to the Union, the city agrees to deduct Union dues of such employee from the employee's pay and remit such deduction to the official designated by the Union in writing to receive such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required.
- 4.2 The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union. No such authorization shall be recognized if in violation of State or Federal law. No deduction shall be made which is prohibited by applicable law. For purposes of this Agreement, dues shall include only duly authorized Union dues and initiation fees and shall not include special assessments, back dues, fines or similar items.
- 4.3 The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of any action taken by the Employer at the request of the Union or by reason of action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

ARTICLE 5

NO STRIKE

- 5.1 The parties hereby acknowledge and recognize that it is illegal and contrary to public policy in the State of Iowa for any public employee organization to encourage or participate in a strike against any public employer.
- 5.2. No employee covered by this Agreement, nor the Union, shall indirectly or directly induce, instigate, encourage, authorize, ratify, or participate in a strike against the city.
- 5.3 In the event of any proven violation or violations of any provision of Section 2 of this Article by the Union, its members or representatives, or by any employee:
 - a. Any employee proven to have violated the above shall be subject to immediate discipline or discharge by the city.
 - b. The Union shall, upon notice from the city, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation(s).
 - c. Upon notification by the city to the Union on that certain of its employees are engaged in a violation of this article, the Union shall disavow such violation and shall immediately in writing order such employees to return to work immediately and the Union agrees to take all reasonable effective and affirmative action to secure the employees' return to work as promptly as possible. Failure of the Union to issue the orders and take the action required herein shall be considered in determining whether or not the Union caused or authorized the strike or other prohibited activity.
- 5.4 The foregoing is in addition to any other rights and remedies provided by the law.

ARTICLE 6

PROBATIONARY PERIOD

- 6.1 All employees shall be subject to the serving of a probationary period which shall be considered as part of the examining process.
- a. The probationary period for employees shall be twelve (12) months.
 - b. Probationary employees may be separated for any cause by the City during the probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.
- 6.2 Probationary employees shall not be entitled to any provisions or fringe benefits under the terms of this agreement. However, probationary employees may accrue benefits during the probationary period and shall be eligible for such earned benefits upon completion of the probationary period. The City may allow some benefits on a case by case basis at its sole discretion.

ARTICLE 7

EMPLOYEE HOURS

- 7.1 Whenever possible and except as otherwise determined by the employer, the normal hours shall consist of 171 hours in a 28 day period unless the City elects a different 7K period under the FLSA. Over time will be paid in accordance with the FLSA at 1 1/2 the employee's regular rate.
- 7.2 The city at its sole and exclusive discretion may allow flex/release time.

ARTICLE 8

VACATIONS

- 8.1 All regular full-time employees shall be entitled to vacation time with pay as follows:
- | | |
|---|---------|
| After one year of continuous service | 5 days |
| After two years of continuous service | 10 days |
| After seven years of continuous service | 15 days |
| After fifteen years of continuous service | 20 days |
- 8.2 Probationary employees may accrue vacation on a pro-rated basis, but are not entitled to vacation until completing one (1) year of service.
- 8.3 No more than 200 hours of vacation may be accumulated. The department head may waive the 200 hour accumulation limit in individual cases as he deems appropriate however no more than 200 hours will be cashed out or used in conjunction with the end of an employee's employment with the city. At least 5 days of vacation must be used each year. No more than one week of accumulated vacation may be used in conjunction with an employees regular vacation entitlement except at the sole and exclusive discretion of the department head.
- 8.4 Vacation may be used in one day increments at the sole and exclusive discretion of the department head.

ARTICLE 9

HOLIDAYS

9.1 Legal Holidays observed are:

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
July 4th	Day After Thanksgiving
Labor Day	Christmas
Presidents Day	Christmas eve

9.2 All employees entitled to holiday pay will observe the holiday on the day on which it falls. For the purpose of holiday pay the holiday will begin at the start of the first shift on the holiday and will continue for twenty-four (24) hours. Employees will be paid eight (8) hours pay at straight time for a holiday occurring or observed on a day when they are not scheduled to work.

9.3 When an employee is scheduled to work or called in to work on a holiday, they shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay in addition to the holiday pay.

ARTICLE 10

GROUP HEALTH INSURANCE

- 10.1 The city shall pay all of the monthly premium cost toward the medical group single health insurance plan for each current full-time employee.

Beginning 7-1-96 the City will pay 75% of the monthly premium cost toward the medical group family health insurance plan.

- 10.2 The city shall provide twenty thousand dollars (\$20,000 term life insurance for each full-time employee.
- 10.3 The City will maintain the current LTD coverage.
- 10.4 Probationary employees shall be eligible for insurance benefits during their probationary period.
- 10.5 All the terms and conditions of the existing insurance policy shall supersede any agreement in this Article. Coverage periods and dates of premium payments necessary for coverage shall be determined by the insurance carrier (company).
- 10.6 The city shall have the right at any time to procure the insurance referred to in this Article from any licensed insurance company or by self insurance.

ARTICLE 11

WAGES

- 11.1 The City will set the minimum starting salary for all new employees. Employee increases are set forth in the attached appendix A.
- 11.2 All regular full-time employees shall be paid over time in accordance with the Fair Labor Standards Act for any hours worked in excess of the hours allowed by the Fair Labor Standards Act.
- 11.3 Court Time:
- a. Employees will be called upon to be available for depositions, a pre-trial conference or a court appearance in connection with criminal matters where they may be involved as the arresting officer or a material witness. No additional pay will be forthcoming if such time occurs during the normal working hours of the employee. The greater of actual time or a minimum of 2 1/2 hours time will be allowed for off-duty employees.
 - b. No employee is to appear unless subpoenaed or ordered by the Court in writing, except for pre-trial conference with city or county attorney or their assistants, but no subpoena is required for attendance at a driver license suspension hearing scheduled by the Iowa Department of Transportation.
 - c. Cases or hearings involving the Union or an employee's personal matters or grievances shall be excluded under this article.

ARTICLE 12

PAID LEAVES OF ABSENCE

12.1 SICK LEAVE

- a. Each regular employee shall earn sick leave at the rate of eight (8) hours per month for each completed month of service. Sick leave may be accumulated to a maximum limit of four hundred eighty (480) hours per employee. Sick leave days that would be lost due to the accumulation limit will be credited to a second sick leave account to a maximum limit of two hundred forty hours per employee. Employees that have exhausted their basic sick leave and are not eligible for LTD benefits may use sick leave from their second sick leave account.
- b. An employee eligible for sick leave with pay may use such sick leave upon approval of the employee's designated supervisor for absence due to illness, minor injury, exposure to contagious disease (if directed by a physician to remain away from work), or due to major illness.
- c. Sick leave shall not be granted for absence from work on the day immediately preceding or following a holiday weekend, vacation or days off, unless approved otherwise by the employee's supervisor.
- d. When an employee is injured from a duty related injury and is eligible for workman's compensation coverage, the difference between the amount paid by workman's compensation and the basic compensation rate of the employee shall at the employee's option be deducted from the employee's sick leave accumulation with a day being deducted for each day supplemented. Sick leave shall only be deducted on a pro-rated basis to the nearest half (1/2) day and granted only to the extent that the employee does not receive benefits greater than their regular pay.
- e. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

12.2 FUNERAL LEAVE

- a. A leave of absence of up to a maximum of three (3) days may be granted (if employee is scheduled to work on said days) to attend the funeral of a member

of the immediate family. Immediate family shall include the following relatives: spouse, son, daughter, sister, brother, parents, parent-in-law, sister-in-law, brother-in-law, and step relations as it corresponds to those relatives previously mentioned and natural grand parent. One (1) day may be granted to attend the funeral of a grandchild.

- b. A regular employee may be allowed time off with pay to attend the funeral of a fellow patrol officer who was currently employed in the same department provided, however, such permission is granted by the supervisor or department head.
- c. If requested by the employee's immediate supervisor, the employee shall furnish evidence of death and of the employee's relationship to the deceased.

12.3 JURY DUTY LEAVE

- a. Any full-time employee called for jury duty during regular work hours or who is required to appear in court by a subpoena shall be paid their regular rate of pay for up to a maximum of eight (8) hours of pay. Any per diem fees or remunerations the employee receives during such leave shall be turned over to the City, except for mileage and meals.
- b. When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall promptly report to work and shall complete any remaining hours of the workday if required by the employee's immediate supervisor.

12.4 FAMILY LEAVE

Employees are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993.

12.5 PERSONAL LEAVE

Each employee shall have two days per year for paid personal leave. An employee wishing to use said leave shall apply to his/her supervisor at least 5 days in advance. The use of this leave is subject to departmental staffing needs and use on any particular occasion may be denied which shall not be grievable.

12.6 GENERAL PROVISIONS ON LEAVES

- a. An employee who gives the City a false reason to obtain a leave will be subject to disciplinary action.
- b. An employee returning to work after a serious illness or injury may be required by the city to undergo a medical examination to determine whether the employee is physically and mentally qualified to return to work.
- c. Any court cases involving an employee's personal matters and which are not job related shall be excluded.

ARTICLE 13

GRIEVANCE PROCEDURE

13.1 Definition.

A grievance shall mean only an allegation by an employee that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.

13.2 Purpose and Procedure.

- a. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of the grievant to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by mutual agreement.
- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his or her representative shall be conducted so as to result in no interference with or interruption of work. The city shall determine whether an interference has occurred under this paragraph. Unless agreed to by the employer, all grievances shall be processed outside the employee's workday.
- d. All grievances must be filed at the second step within seven (7) calendar days of the date of occurrence of the event giving rise to the grievance.
- e. If any employee files any claim or complaint in any form other than the grievance form set forth in this agreement, then the city shall not be required to process the same claim or set of facts through the grievance procedure.

- f. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representative heretofore referred to in this article.
- g. At all steps after step one of a grievance, the employer and union shall have the right to have representatives to attend any meeting required to resolve the grievance.

13.3 First Step.

An attempt shall be made to resolve any grievance under this article through an informal discussion between the grievant and the immediate supervisor.

13.4 Second Step.

- a. If a grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance in writing with the employee's immediate supervisor. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this agreement which have allegedly been violated, misinterpreted, or misapplied, and shall state the remedy requested.
- b. Within seven (7) calendar days after the immediate supervisor receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his or her representative.
- c. The immediate supervisor shall render such decision and communicate it in writing to the aggrieved employee within seven (7) calendar days following the meeting between the supervisor and the aggrieved.

13.5 Third Step.

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved may file an appeal of the supervisor's answer within seven (7) calendar days of the said written decision with the Administrator. Within seven (7) calendar days after the written grievance is filed, the aggrieved, the representative of the aggrieved, if desired, and the Administrator shall meet in an attempt to resolve the grievance. The Administrator shall file an answer within seven (7) calendar working days of the third step grievance meeting and communicate it in writing to the employee, the immediate supervisor, and the representative of the employee.

13.6 Fourth Step.

- a. If the grievance is not resolved satisfactorily in step three, there shall be available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within fifteen (15) calendar days of the third step reply then the grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:
- b. The Union shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Public Employee Relations Board shall be requested to provide a panel of five arbitrators.
- c. The parties by mutual agreement shall have one (1) calendar day to strike all the names. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. Each of the two parties shall alternately strike one name at a time from the list until one shall remain. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close for the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension

thereof. The decision of the arbitrator shall be binding on the parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties.

- d. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have the power only to apply and interpret the provisions of this agreement to the settlement of issues and grievances arising hereunder.
- e. Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his/her representative(s).

ARTICLE 14

DISCIPLINE

- 14.1 A non-probationary employee will not be suspended without pay, reduced in pay, demoted, or terminated without notice and the opportunity for a pre-hearing and appeal.
- 14.2 Non-probationary employees have the right to appeal any suspension without pay, pay reduction, demotion or discharge. If you are a non-probationary employee, you may appeal in writing to the Administrator within ten (10) calendar days of the action. The decision of the Administrator is final.
- 14.3. The pre-suspension, pay reduction, demotion, or termination hearing will be before the supervisor who is intending to take the proposed disciplinary action. This hearing is very informal and is not a court room trial. It is in the nature of a meeting where the employee will be advised of the proposed action and the supervisors reasons for believing that the proposed action is warranted.

The employee will be afforded the opportunity to explain his or her actions or explain why the supervisor should not take the proposed disciplinary action.

Final action will be in writing setting forth the disciplinary action the supervisor has decided upon or stating that the employees explanation has been accepted.

Final disciplinary action, if any, by the supervisor or the Administrator may be more or less severe than the supervisor initially proposed depending on additional information gathered at the hearing(s).

ARTICLE 15

COMPLIANCE CLAUSES AND DURATION OF AGREEMENT

15.1 Separability

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

15.2 Finality and Effect of Agreement

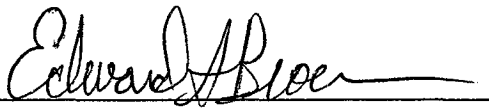
- a. This agreement supersedes and cancels all previous agreements and practices between the City and the Union or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.
- b. The parties acknowledge that during the negotiations which resulted in the agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the City and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in, this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

15.3 Duration Period

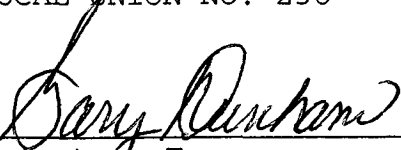
- a. This agreement shall become effective as of July 1, 2004, and shall be in full force and effect through June 30, 2007.
- b. This agreement is executed and agreed upon this _____ day of _____, 2004.

THE CITY OF WASHINGTON, IOWA


CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 238



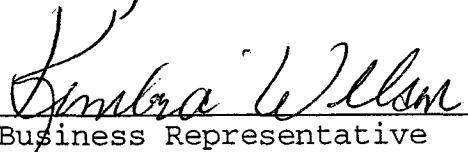
Mayor



Secretary-Treasurer



City Chief Negotiator

 5-13-04

Business Representative

APPENDIX A
ANNUAL RATES OF PAY

Appendix A: FY 04/05: For contract year 04/05 each employee will continue to receive his/her salary as established after the merit adjustments of March 2003.

 FY 05/06: Each employee will receive a 3.0% wage increase on 7-1-05. (Subject to re-opener.)

 FY 06/07: Each employee will receive a 3.0% wage increase on 7-1-06. (Subject to re-opener.)

RE-OPENER:

In the event that the State of Iowa makes cuts in state revenues to the City or otherwise enacts legislation that adversely impacts the ability of the City to obtain tax or non-tax revenues, the City shall have the right to reopen negotiations for the second and third years of this contract. On or before July 1 of 2005 for the FY 05/06 contract and/or on or before July 1 of 2006 for the FY 06/07 contract, the City may serve a written notice of exercising it's right to reopen negotiations for said contract year. The notice shall be directed to the Union Secretary/treasurer and a copy shall be sent to the Union's Business Representative. If either the second and third years of this contract are re-opened: 1) the exchange of initial bargaining positions as set out in section 20.17(3) will not be required; 2) time lines as set out in chapter 20 shall be waived by the City in order to allow for full utilization of impasse procedures, if necessary; 3) except for the exchange of initial bargaining positions and time lines noted above, bargaining will proceed as outlined in Chapter 20 of the Code of Iowa except that the only subjects open for negotiation will be wages and over-time and any other matter mutually agreeable to the parties.

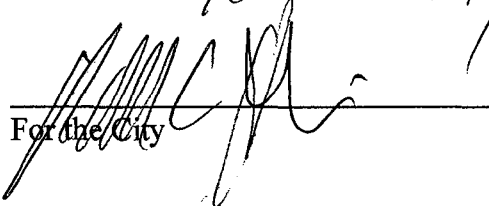
LETTER OF UNDERSTANDING

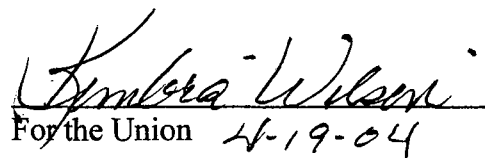
The undersigned parties to the Master Contract agree that the current assignment of Police Officers Brett Sorrells and Ronald See are unique in the department and entails significant interruption of their off duty time with phone calls and additionally requires that they be on call significantly more than other department assignments and that they should therefore receive in recognition thereof additional compensation.

It is accordingly agreed that for the July 1, 2004 through June 30, 2007 contract years said officers shall receive an additional annual stipend of one thousand five hundred dollars (\$1,500.00), paid monthly, so long as they hold their current assignments.

It is further agreed that notwithstanding that the Master Contract is a three year agreement, the Department head and officers that become assigned to a K-9 assignment and/or accident investigations assignment may agree during this contract to additional stipends for those positions which are more or less than the above amount depending on the relative degree to which these assignments experience interruption of off duty time with phone calls and on call status.

Dated this 10th day of May, 2004


For the City


For the Union 4-19-04